

The Department of Veterans Affairs
Federal Supply Service
Authorized Federal Supply Schedule Price List
(Supplement number if it applies)

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage is: GSAAdvantage.gov.

Medical Equipment and Supplies
FSC Group 65, Part II, Section A
FSC Class: **6515**
Contract Number: **36F79719D0059**

For more information on ordering Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

Contract Period: **Jan 1, 2019 - Dec 31, 2023**

Contractor **Name: BioPhotas, Inc**
 Address; 1000 E. Howell Av, Unit A, Anaheim, CA 90805
 Phone # (714) 978-0080
 Fax # (714) 978-0085

Contract Administration: **Stuart Navarre**

Business Size: **Small Business**

Tax Identification Number (TIN): **320423793**



CUSTOMER INFORMATION:

- 1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s). **See schedule on final page of this document.**
- 1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.
2. Maximum order. **\$50,000**
3. Minimum order. **1 unit**
4. Geographic coverage (delivery area). **48 States, District of Columbia, and point of exportation (POE), Alaska, Hawaii and Puerto Rico.**
5. Point(s) of production (city, county, and State or foreign country). **USA**
6. Discount from list prices or statement of net price. **Net prices shown within.**
7. Quantity discounts. **Shown within.**
8. Payment terms. **2% 10, net 30 days. Credit card purchases excluded.**
- 9a. Notification that Government purchase cards are accepted up to the micro-purchase threshold.
- 9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold. **Yes, credit card accepted below, equal to and above MPT.**
10. Foreign items (list items by country of origin). **n/a**
- 11a. Time of delivery. **15 days after receipt of order.**
- 11b. Expedited Delivery. The Contractor will insert the sentence "Items available for expedited delivery are noted in this price list." under this heading. The Contractor may use a symbol of its choosing to highlight items in its price lists that have expedited delivery. **5 days after receipt of order. Government customers pay the difference between normal and expedited shipping charges**
- 11c. Overnight and 2-day delivery. The Contractor will indicate whether overnight and 2-day delivery are available. **Yes. Government customers pay the difference between normal and expedited shipping charges.** Also, the Contractor will indicate that the schedule customer may contact the Contractor for rates for overnight and 2-day delivery. **Yes. Government customers pay the difference between normal and expedited shipping charges.**
- 11d. Urgent Requirements. The Contractor will note in its price list the "Urgent Requirements" clause of its contract and advise agencies that they can also contact the Contractor's representative to effect a faster delivery.
12. F.o.b. point(s). **48 States, District of Columbia, and point of exportation (POE), Alaska, Hawaii and Puerto Rico.**
- 13a. Ordering address(es). **1000 E. Howell Ave, Unit A, Anaheim, CA 92805, USA**

- 13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules). Contractor is to simply include this statement as item 13b.
- 14. Payment address(es). **1000 E. Howell Ave, Unit A, Anaheim, CA 92805, USA**
- 15. Warranty provision:

**Limited Warranty as a supplement to Government Warranty
Clauses 52.212-4(o)(p).**

Biophotas, Inc. warrants and implies that new items delivered will be free from defects in material and workmanship for a period of not less than one (1) year from date of delivery (Warranty period). Biophotas, Inc. will replace or repair at its option all parts that are defective within the period with cost of replacement including shipping charges, to be borne by Biophotas, Inc. Under no circumstances will any equipment covered by this guarantee be returned without (a) advance written notice to Biophotas, Inc. or (b) obtaining shipping instructions from Biophotas, Inc.

For purposes of this contract, "particular purpose" will be defined as those indications-for-use for which FDA clearance has been obtained for the Celluma device: Specifically, the BioPhotas Celluma is intended to deliver heat in the IR spectrum to provide topical heating for the purpose of elevating tissue temperature; for the temporary relief of minor muscle and joint pain, arthritis and muscle spasm; relieving stiffness; promoting the relaxation of muscle tissue; and to temporarily increase local blood circulation. The blue spectrum light is intended to reduce mild to moderate inflammatory acne vulgaris. The Celluma is intended to emit energy in the red and infrared spectrum for use in dermatology for the treatment of periorbital wrinkles.

The Contractor will not be liable to the Government in a breach of warranty action for consequential damages resulting from any defect or deficiencies in accepted items.

In the event that the terms of the contractor's standard commercial warranty/limitation of liability clause(s) place greater limits on the contractor's liability than do the terms contained in this clause, the terms of this clause will govern the contract.

Return Goods Policy:

If a shipping error occurs due to Biophotas' error, the company will pay freight both ways for return/exchange of goods. If an ordering facility error occurs, the ordering facility will pay return freight without a restocking charge. Open product cannot be returned.

All returns must be accompanied by a return authorization (RA) and the reason for the return. An RA can be requested through customer service. Credits will be issued at the invoice price within 90 days of purchase.

Customer Service Information:

Monday - Friday, excluding holidays 7:00am - 5:00pm (PT)

Phone: (714) 978-0080 / Fax: (714) 978-0085

Web: www.biophotas.com

Email: info@BioPhotas.com

16. Export packing charges, if applicable. **n/a**
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level). **Acceptance up to, equal to, and above the micro-purchase threshold.**
18. Terms and conditions of rental, maintenance, and repair (if applicable).
19. Terms and conditions of installation (if applicable). **n/a**
20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). **None**
- 20a. Terms and conditions for any other services (if applicable) **n/a**
21. List of service and distribution points (if applicable). **1000 E. Howell Ave, Unit A, Anaheim, CA 92805, USA**
22. List of participating dealers (if applicable). **n/a**
23. Preventive maintenance (if applicable). **n/a**
- 24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).
- 24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: www.Section508.gov/. **n/a**
25. Data Universal Number System (DUNS) number: **063400364**
26. Notification regarding registration in System for Award Management (SAM). **Yes.**

Contractor's Name: BioPhotas, Inc
Contract # 36F79719D0059

SIN	Product Number	Description	Unit of Measure	FSS Net Price
A-72	CPR-001	Celluma PRO	1 unit	\$746.23
A-72	CPR-001	Celluma PRO	2-5 units	\$728.64
A-72	CPR-001	Celluma PRO	6+ units	\$703.52
A-72	CLT-001	Celluma LITE	1 unit	\$646.73
A-72	CLT-001	Celluma LITE	2-5 units	\$628.14
A-72	CLT-001	Celluma LITE	6+ units	\$603.02
A-72	CHB-001	PRO Disposable Hygiene Barrier Sleeves 1 x Bag (100)	1 Bag of 100	\$12.88
A-72	CHB-002	LITE Disposable Hygiene Barrier Sleeves 1 x Bag (100)	1 Bag of 100	\$9.90
A-72	CCT-001	Celluma PRO Carry Tote	1	\$29.80
A-72	CCT-002	Celluma LITE Carry Tote	1	\$23.83
A-72	CCC-001	Celluma DC Power Adapter (car)	1	\$17.86
A-72	CVS-001	Celluma Velcro Straps (27" elastic w/buckle)	1 pair	\$7.91
A-72	CLS-001	Celluma LITE Facial Rests	1 pair	\$22.83
A-72	CPG-020	Celluma Protective Goggles	1 bag of 20	\$17.86